



Boise State University

Bill To:
Boise State University
1910 University Drive
Boise, ID 83725

Contract Purchase Order
CHANGE ORDER - 01

Contract Purchase Order
CPO02119 - 01

DELIVER TO: Boise State University
Central Receiving
1453 University Dr.
Boise, ID 83706
csheffi@boisestate.edu

Date: Sat Jul 12, 2008
F.O.B: Destination
Terms:

VENDOR: SWN COMMUNICATIONS INC.
SEND WORD NOW
224 West 30th Street, Suite 500
New York, NY 10001
Attn: SVP of Finance & Administration
Vendor Nbr:
Emailed To:
Phone:
Fax:
Account Number: P00000078282

Start of Service Date Mon Apr 14, 2008
End of Service Date: Mon Apr 13, 2009

Solicitation#: [RFP02067](#)
DOC#: PREQ13927

File(s) Attached:
☐ assignment_of_contract_SendWordNow.pdf

Buyer: [GREGORY LINDSTROM](#) 208-332-1609

[Assign/Manage pCard](#)

Item No	Description	Quantity UOM	Unit Price	EXTENSION
001	Mass Notification System (915-28) (nt)	1 YR	45080.00	45080.00
	Sub-Total:			45080.00
	Total:			45080.00
<p>***CPO02119 IS MODIFIED TO CHANGE THE ASSIGNMENT OF THE CONTRACT FROM BROADCAST TO SWN COMMUNICATIONS INC., SEND WORD NOW, PER THE ATTACHED ASSIGNMENT OF CONTRACT DOCUMENTATION. NO OTHER CHANGES NOTED.***</p> <p>CONTRACT PURCHASE ORDER (CPO) AWARD</p> <p>This Contract is for a Mass Notification System for the Boise State University. This Contract shall be for the period noted above (and four (4) optional renewals of one (1) year each.</p> <p>Vendor Contact:..... Dean Efkarpidis Phone:..... 212-379-4911 Facsimile:..... 212-379-4905 E-mail:..... defkarpidis@sendwordnow.com</p> <p>INVOICES MUST BE SENT TO BOISE STATE UNIVERSITY</p> <p>General Comments: Agency Contact:..... Brian Lee Phone:..... 208-426-5449 Facsimile:..... 208-426-1152 E-Mail Address:..... brianlee2@boisestate.edu</p> <p>THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.</p> <p>The dollar amount listed in the contract pricing is an estimate and cannot be guaranteed. The actual dollar amount of the contract may be more or less depending on the actual orders, requirements, or tasks given to the Contractor by the State or may be dependent upon the specific terms of the Contract.</p> <p>In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:</p> <p>1. This Contract Purchase Order document.</p>				

2. The state of Idaho’s original solicitation document.
3. The Contractor’s signed bid, quotation, or offer.

Instructions:	
Freight / Handling Included in Price	
1:	
Firm/fixed pricing for first year of a possible 5 year contract. Pricing for renewals is firm/fixed and per BroadBlast's Cost Proposal dated March 12, 2008, submitted for RFP02067_Mass Notification System.	
	By: GREGORY D. LINDSTROM
<div>Select an action.</div>	<div>and</div> <div>Execute Action</div> <div>Back to Search Awards</div>
<div>gregory.lindstrom@adm.idaho.gov</div>	



C.L. "BUTCH" OTTER
Governor

KEITH JOHNSON
Director

State of Idaho

Department of Administration Division of Purchasing

5569 Kendal Street (83706-1231)
P.O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465 or FAX (208) 327-7320
<http://www.idaho.gov>

080630-060630

ASSIGNMENT OF CONTRACT (2 Pages)

Effective June 9, 2008, for value received, I hereby irrevocably assign all rights, title, and interest that I may have under Idaho State Contract Number CPO02119-Mass Notification System to **Send Word Now** whose address is 224 West 30th Street, Suite 500, New York, NY 10001.

- Acceptance Of Assignment By Assignor -

BroadBlast Managed Communication


Signature

- BroadBlast Managed Communication Assignor -

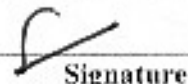
Amy Friedman
Printed Name

President
Title

6/6/08
Date of Signature

- Acceptance Of Assignment By Assignee -
SWN COMMUNICATIONS INC.

(D/B/A Send Word Now)


Signature

Schmih
Printed Name

CEO
Title

6.9.08
Date of Signature

FEIN: 134198522

(NOTE: This form must be executed in triplicate originals)

CONSENT TO ASSIGNMENT OF CONTRACT

The State of Idaho, acting by and through its statutory agent, the Administrator of the Division of Purchasing, within the Department of Administration, as Purchaser/Lessee, under a contract dated April 9, 2008, with BroadBlast, Managed Communications, as Seller/Lessor, hereby accepts and approves the assignment of the State Contract and its obligations, including any payments that may hereafter become due or owing under the terms and conditions of the above referenced State Contract by Seller/Lessor, to Send Word Now, and the State further agrees that the money that becomes due and payable to Seller/Lessor, will be paid to Assignee in lieu of payments thereof to the Seller/Lessor. Any subsequent assignments by the Assignee must be in writing and will require the approval of the Administrator, Division of Purchasing, prior to their becoming effective.

Boise State University

Brian Lee
Administrator


Signature

6/10/08
Date of Signature

Division of Purchasing

Bobbi Eckerle
Administrator


Signature

6/25/08
Date of Signature

(NOTE: This form must be executed in triplicate originals)

029080637

SWN SERVICE AGREEMENT

SERVICES AGREEMENT

This Services Agreement (this "Agreement"), dated ____ of June 2008, is between SWN Communications Inc. ("SWN" or "Send Word Now"), a Delaware corporation with its principal place of business at 224 W. 30th Street, Suite 500, New York, NY 10001, and State of Idaho ("Subscriber"), a government entity, with its principal place of business at Boise, Idaho.

The following Terms and Conditions are intended to supplement the State of Idaho's Standard Contract Terms and Conditions, and the Special Terms and Conditions in Section 3 of RFP 02067, and nothing contained herein shall be read independently from those documents. The attached Exhibits are intended to supplement the specifications set out in RFP 02067 and BroadBlast Managed Communication's Technical Proposal to RFP 02067, and nothing contained herein shall be read independently from those documents.

Nothing in this Agreement shall be read to supersede the State of Idaho's Standard Contract Terms and Conditions and the Special Terms and Conditions set out in RFP 02067. If any term or condition contained herein conflicts or is inconsistent with the terms and conditions set out in RFP 02067, the State of Idaho's Standard Contract and Special Terms and Conditions apply. If any general service description, contained within Exhibit A herein, conflicts or is inconsistent with the specifications set out in RFP 02067 or BroadBlast Managed Communication's Technical Proposal to RFP 02067, the specifications in RFP 02067 and BroadBlast Managed Communication's proposal apply.

TERMS AND CONDITIONS

1. SUBSCRIBER OBLIGATIONS

1.1 Contact List. Subscriber shall be responsible for providing a list containing contact information for individuals to be used by SWN in connection with the provision of the Service (the "Contact List"), and Subscriber agrees that it shall make all reasonable efforts to ensure that the Contact List is accurate and complete, and is updated and maintained on a timely basis (including without limitation conflicts with the National Do Not Call Registry, or similar registry, if any).

1.2 Subscriber Content/Ownership. All Subscriber Content is the property of Subscriber. "Subscriber Content" consists of the Contact List and/or any messages, communications, information, data, text, sound, sender or recipient information transmitted via the Service and any other Subscriber materials. Subscriber is solely responsible for the content of all messages sent under Subscriber's account, and for the accuracy, quality, integrity, legality, reliability, appropriateness (including offensiveness, indecency, or objectionable nature) and intellectual property ownership or right to use of Subscriber Content. Subscriber acknowledges that the Service is simply a passive conduit for the distribution and transmission of Subscriber Content. SWN shall not be liable for any errors or omissions or for any defamatory, libelous, offensive or otherwise objectionable or unlawful content in any Subscriber Content, or for any loss or damage incurred as a result of the use of any Subscriber Content sent, accessed, posted, or otherwise transmitted via the Service.

1.3 Permission to Use Subscriber Content. Subscriber hereby grants SWN (and its Service Providers) the right to use Subscriber Content solely in connection with its provision of the Service.

1.4 Unauthorized Use of Service. Subscriber shall promptly inform SWN of any actual or potential unauthorized access to, or use of, the Service of which Subscriber has knowledge.

1.5 Unlawful or Prohibited Conduct. Subscriber agrees and warrants that it shall only use the Service pursuant to these Terms and Conditions and shall not knowingly use the Service in connection with any unlawful or prohibited activity and/or in connection with Subscriber's transmission or other association with spam or other unsolicited messaging activities.

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1.6 Proprietary Rights. The Service and any related software or technology, and all intellectual property rights therein and thereto, is owned by SWN, its licensors or Service Providers. As used herein the term "Service Provider(s)" refers to communications carriers and data center and hosting services providers that SWN uses for the delivery of the Service to its Subscribers. Subscriber shall not modify, reverse engineer, reformat, copy, display, distribute, transmit, publish, license, create derivative works from, transfer, or sell any part of the Service. Except as expressly set forth herein, each party agrees not to display or use the other party's trademarks, Service marks, logos, or other intellectual property without the prior written permission of the other party.

1.7 Third Party Factors and SWN's Scope of Control. Subscriber acknowledges that SWN's provision of the Service is dependent on the facilities, networks, connectivity, or any acts and/or omissions of Service Providers ("Third Party Factors"). Subscriber acknowledges that the performance of the Service may be affected by such Third Party Factors. SWN's "Scope of Control" is defined as those areas of functionality and technology, including hardware and software used in the provision of the Service that are under the direct control of SWN (excluding Third Party Factors). SWN WILL HAVE NO LIABILITY FOR ANY REDUCTION, INTERRUPTION, TERMINATION OR SUSPENSION OF THE SERVICE RELATED TO ANY ISSUES OUTSIDE SWN'S SCOPE OF CONTROL (INCLUDING BUT NOT LIMITED TO THIRD PARTY FACTORS).

1.8 Text Messages. Under no circumstances shall SWN be liable to Subscriber, to any individual on the Contact List, or to any other person for any charges or fees that arise from a Subscriber's or an individual person's receipt of a text message.

2. REPRESENTATIONS; DISCLAIMER OF WARRANTIES

2.1 Each party represents and warrants that: (i) it has the full corporate or statutory (Idaho Code) right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform under this Agreement; and (ii) the execution of this Agreement by such party, and the performance by such party of its obligations and duties hereunder, do not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound.

2.2 Subscriber represents and warrants that: (i) it will not make any unauthorized representation or warranty relating to the Service to any user that accesses the Service through Subscriber or to any third party; (ii) it shall abide by all applicable local, state, national and international laws, treaties, rules and regulations, including those related to data privacy, international communications and the transmission of technical or personal data (collectively, "Laws"), and the terms and conditions of its privacy policy in connection with its use of the Service and its collection of data in the Contact List; (iii) it has the right and authority to provide to SWN all of the individual information that appears in the Contact List and to authorize SWN to use such information in connection with SWN's provision of the Service; and (iv) it shall abide by the use restrictions with respect to the Service set forth in this Agreement.

2.3 SWN represents and warrants that: (i) the Service will conform in all material respects to SWN's published user documentation, RFP 02067, and BroadBlast Managed Communication's Technical Proposal to RFP 02067; (ii) all customer support, training, and other services to be performed hereunder in connection with SWN's provision of the Service shall be performed in a professional manner consistent with industry standards; (iii) it has put in place commercially reasonable physical and electronic procedures to protect Subscriber privacy; and (iv) it shall abide by all applicable Laws and the terms and conditions of RFP 02067, specifically but not limited to, Section 3.7, and of SWN's privacy policy in connection with its provision of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.

2.4 IN ADDITION TO THE OTHER LIMITATIONS OF LIABILITY SET FORTH HEREIN, THE FOLLOWING DISCLAIMERS AND LIMITATIONS OF LIABILITY APPLY: EXCEPT AS SET FORTH IN THIS AGREEMENT, SWN MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY REGARDING ANY SUBSCRIBER CONTENT OR THE SUITABILITY, TRUTH, OR ACCURACY THEREOF; OR THAT THE SERVICE WILL BE UNINTERRUPTED, FREE FROM UNAUTHORIZED ACCESS, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, OR NOT INFRINGE THIRD PARTY RIGHTS.

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3. INDEMNIFICATION; LIMITATIONS OF LIABILITY

3.1 Indemnification. SWN agrees to indemnify, defend, and hold harmless Subscriber and each of its officers, directors, owners, employees, and agents from and against all third party actions, suits, losses, liabilities, claims, expenses, damages, and costs of every kind and description including reasonable legal fees (collectively, "Losses") arising out of (i) a breach of any of its representations or warranties set forth in this Agreement by SWN; or (ii) a claim that the Service directly infringes a copyright, a U.S. patent issued as of the Service Start Date, or other intellectual property right of a third party, except that SWN will have no liability for any infringement claim if caused in whole or in part by: (a) Subscriber's use of the Service other than in accordance with applicable documentation or instructions provided or approved by SWN; (b) Subscriber's unauthorized modification of the Service or any part thereof (c); Subscriber's use or combination of the Service with software, hardware, system, data, or other materials not supplied by SWN; (d) information supplied by Subscriber (including Subscriber Content) to SWN that is used in or with the Service; or (e) Subscriber's continued use of the Service after Subscriber was notified of actual or potential infringement from Subscriber's use of the Service.

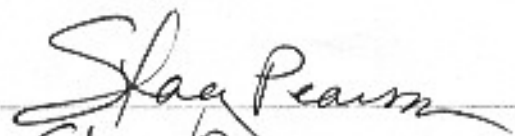
Subscriber agrees to indemnify, defend, and hold harmless SWN, its Service Providers, and each of its and their officers, directors, owners, employees, and agents from all Losses arising out of (i) a breach of any of its representations or warranties set forth in this Agreement by Subscriber or any user that accesses the Service through Subscriber; or (ii) a claim alleging that Subscriber Content, or any use of such content by Subscriber, SWN or a Service Provider in connection with the performance or use of the Service, infringes the rights of, or has caused harm to, a third party.

3.2 Consequential Damages Exclusion; Direct Damages Limitation. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR SERVICE PROVIDERS LIABLE TO SUBSCRIBER) OR ANY OTHER PERSON FOR DAMAGES RELATED TO ANY LOSS OF REVENUES, PROFITS, OR OTHER ECONOMIC ADVANTAGE.

STATE OF IDAHO
For BOISE STATE UNIVERSITY

SWN COMMUNICATIONS INC.

Signature:



Print Name:

Stacy Pearson

Title:

V.P.P.A.

Date:

6-19-08

Signature:



Print Name:

S. H. Miller

Title:

CEO

Date:

6-19-08

EXHIBIT A GENERAL SERVICE DESCRIPTION

Description of Alert Service: The Send Word Now Alert Service ("Send Word Now" or the "Service") is an on-demand alerting and response software as a service (SaaS) service. Use of the Service is by subscription and does not require customers (referred to as Subscribers) to purchase, install, or maintain any dedicated hardware or software. Send Word Now allows any user to send a single alert to hundreds or thousands of recipients simultaneously via a combination of familiar communication devices, reaching many within minutes, including the ability to capture real-time responses.

Subscribers can access and activate the Service using any of the following methods:

- **Web:** log in 24/7/365 at <http://www.sendwordnow.com> to send alerts or to modify your account.
- **Phone:** call (517) 999-5111 x72651 for live operator assistance 24/7/365.
- **Email:** send a QuickSend message at any time using regular or wireless email.
- **Handheld client:** Send Word Now offers optional software for the Palm Treo and RIM BlackBerry.
- **Web Services:** Subscribers can connect to Send Word Now directly from their key operational software to activate alerts or update their recipient/group data.

Description of Subscription Service: ^{water} ~~Subscription pricing is provided elsewhere in this Agreement.~~ With subscription, Subscriber receives:

- Up to the number of contacts (alert recipients) stipulated elsewhere in this Agreement. Each contact may have up to five (5) voice-based and five (5) text-based contact points listed.
- Up to the number of Message Units stipulated elsewhere in this Agreement, which can be used as described in Exhibit B to send phone alerts and SMS text messages and for conference calls. All other text messaging is included in unlimited quantities, specifically:
 - o Email, SMTP-based messages. Note that this includes carrier-specific SMTP messaging to wireless devices (generic "text messaging" to mobile phones and pagers, is opposed to true, carrier-agnostic, end-to-end (two-way) wireless transmission).
 - o BlackBerry PIN messages; and
 - o Paging: WCTP-based messaging.
- Unlimited users (those with role-based ability to access and activate Send Word Now).
- Unlimited accounts. An account is a unique collection of contacts (recipients) with its own globally unique administrative username. An account also includes individually configured *Features by Account*, the assignment of service functionality based upon Subscriber preferences. Multiple accounts can be centrally supervised by Subscriber, if desired, using one or more super-administrator accounts (an optional *Feature by Account*, see below).
- Unlimited groups within accounts. A group is an alert distribution list. The Subscriber may create an unlimited number of groups within each account.
- Standard upgrades. Standard upgrades include all maintenance releases, plus Subscriber choice of all optional *Features by Account* having no additional subscription fees.

Contact List Maintenance. During Subscriber implementation, SWN will supply Subscriber with an import template (flat-file format) in order to load initial contact data. Subscriber will populate this template and return it, after which SWN Customer Support will scrub (examine) the submission as a courtesy for discernable data exceptions. Data exceptions are errors in formatting or content that might interfere with the proper loading of data or use of the Service. SWN will report any such exceptions to Subscriber and educate Subscriber. Subscriber may continue to provide account updates using this flat-file format, and receiving complimentary data scrubbing. SWN generally updates Subscriber data within two business days after data is verified and finalized, but timing varies based upon the quality and size of each submission, as well as upon available complimentary staff resources.

SWN also offers other data acceptance methods for ongoing data maintenance, including Subscriber data self-acceptance and automated data feeds. SWN Customer Support explains the full current range of available data maintenance methods during Subscriber implementation.

Features by Account. Send Word Now allows Subscriber to choose which features are active and visible in each Subscriber account. *Features by Account* Subscriber chooses appear in the User Interface (UI) and may be used, whereas Subscriber declines do not appear at all in the UI. The list of core features appearing in every account includes:

- **Device Specification:** choose any combination of contact points where messages will be delivered.
- **Drop-down Device Labels:** standardize the voice and text contact point labels for your message recipients.
- **Get Word Back:** poll your message recipients by providing response options.
- **Reporting:** View (as PDF) or export (as delimited text) reports about your recipients, groups, or message activity.
- **WCTP support:** send high-speed pages through major paging carriers.

Customer Support presents each subscriber a current list of optional *Features by Account* during Subscriber implementation. The current list of optional *Features by Account* is also available to Subscriber at any time by request.

Description of Incident Management Service. SWN provides user collaboration and incident/event management. (An incident is a specific situation of limited scope requiring team response, whereas event is a broader collection of related incidents.) Send Word Now's Incident Management Service (IMS) is a virtual EOC (various other phrase operations center), allowing emergency crisis response team members to drive any situation, whether true crisis

or day-to-day operational issue, to its conclusion through an organized, cooperative process. SWN provides this forward view for both individuals and situations, fostering efficient participation and successful team-based situation management.

Customer Support. SWN provides all Subscribers 24/7/365 live Level 1 phone support at no extra charge. Subscriber may dial (866) 955-2273. Level 1 Support is defined as the ability for SWN Customer Support to answer a question or fulfill a simple request on the first inquiry when no problem exists with the Service or service delivery.

Level 2 Support is defined as advanced troubleshooting when a service problem is suspected, or advanced assistance in the event of a complex support request. After hours and off hours (AHOH), SWN provides courtesy escalation to Level 2 Support, at its sole discretion, at no extra charge.

Level 3 Support is defined as advanced intervention in the Service itself, including Send Word Now's service delivery path. A Level 3 response may include maintenance releases in order to address outstanding issues. AHOH, SWN provides Level 3 Support at no extra charge when circumstances (in SWN's view) merit such intervention.

At SWN's discretion, non-urgent AHOH inquiries may be deferred until conventional business hours to facilitate best handling.

Training. SWN Training with subscription at no extra charge includes:

- Administrator training (estimated 90-120 minutes per session).
- User logins (non-administrative) training (estimated 45-75 minutes per session).
- Train-the-trainer training (estimated 120 minutes per session).
- New features training (when applicable, estimated 15 minutes per feature).
- Best practices feature training (estimated 30 minutes per feature, selected features).
- Quarterly refresher administrator training.

Send Word Now Customer Support works with Subscribers to schedule training flexibly, sometimes providing multiple appointments in order to accommodate Subscriber schedules. The number of any such additional, complimentary training sessions is subject to the discretion of SWN's RSM (Regional Sales Manager). All training is available via Web phone or on-site at Subscriber's location.

Subscriber may request additional, paid training (during implementation, for large roll-outs, or at other times); such training is billable at a base \$1,500/day rate (minimum half day for on-site training). Subscriber is responsible for all of SWN's reasonable on-site travel and incidental expenses, whether during implementation or at other times.

Support Documentation. Service documentation appears online; in addition to other online help documentation, Subscribers may download/print the current version of the Send Word Now User Guide at any time.

Subscriber is also entitled to as many as 25 standard Send Word Now wallet cards, which notify users how to access and activate the Service, and how to contact Customer Support. Each wallet card can be printed, at the Subscriber's request, with a limited amount of customized text (such as username, password, QuickSend code, Group IDs, or special instructions). There is no extra charge for customizing standard wallet cards with such text.

Additional standard wallet cards may be purchased at \$5/card for the first 100 extra cards, and \$5/card for each additional wallet card thereafter.

Subscriber may also request customized wallet cards (cards bearing customized artwork, substantially altered instructional text, or both). A \$150 setup fee applies to the design of each customized card version. This fee provides for design and the creation of an electronic (and if needed, physical) proof. Upon Subscriber approval of a proof, SWN will print customized wallet cards at the same levels and pricing as it does standard wallet cards.

Regular Maintenance. SWN reserves the right to perform scheduled or unscheduled regular maintenance/upgrades in order to maintain or enhance service quality and reliability. Unscheduled maintenance is defined as regular maintenance for which less than 24 hours notice is provided. At Subscriber's request, SWN shall provide courtesy notice to Subscriber whenever maintenance occurs. Regular maintenance never compromises service availability.

Extraordinary Maintenance. In the event that SWN needs to suspend service availability for maintenance purposes, such extraordinary maintenance only occurs on Saturdays between 1 AM and 3 AM Eastern Time (US). Note that such maintenance ordinarily does not occur, and that Send Word Now is generally available 24/7/365.